

## **APPENDIX A- STANDARD CONDITIONS AND TERMS OBSERVANCE OF CITY RULES AND REGULATIONS**

The Vendor agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

### **INDEPENDENT CONTRACTOR STATUS**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of the Vendor or other persons engaged in the performance of any work or services required by the Vendor under this Contract shall be considered employees or subcontractors of the Vendor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under any state's Worker's Compensation Act, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Vendor.

### **SUBCONTRACTING**

The Vendor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract.

### **ASSIGNMENT OR TRANSFER OF INTEREST**

The Vendor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Vendor shall not subcontract any services under this Contract without prior written approval of the City

### **INSURANCE**

Insurance secured by the Vendor shall be issued by insurance companies acceptable to the City and admitted in this state. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Vendor. Any policy deductibles or retention shall be the responsibility of the Vendor. The Vendor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Vendor's interest or provide adequate coverage. Evidence of coverage is to be provided. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Vendor shall require any of its subcontractors, if subcontracting is authorized, to comply with these provisions, or the Vendor will assume full liability of the subcontractors.

The Vendor and its subcontractors shall secure and maintain the following insurance:

- adequate workers' compensation (statutory)
- commercial liability in an amount not less than \$2,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than

- \$2,000,000 where more than one person is involved in any one accident
- property damage insurance in an amount not less than \$1,000,000.

The City must be named as additional insured for the term of the agreement.

#### **INDEMNIFICATION**

The Vendor agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Vendor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

#### **LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Vendor; this includes liability for claims for personal injury or damage to real or personal tangible property caused by the Vendor's negligence or tortious conduct or that if its officers, employees, agents or subcontractors.

#### **NON-DISCLOSURE**

The Vendor and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Vendor or the City unless required by law

#### **OWNERSHIP OF MATERIALS**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Vendor.

#### **INTELLECTUAL PROPERTY**

Unless the Vendor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract and created solely for the City. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Vendor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Vendor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Vendor

represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

#### **RETENTION OF RECORDS**

The Vendor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property. Prior to destroying any records, the Vendor will give the City the opportunity to proceed.

#### **SEVERABILITY**

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **CONTRACT AMENDMENTS**

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

#### **NON-DISCRIMINATION**

The Vendor must abide by the applicable provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

#### **TERMINATION**

Both the City and the Vendor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten days' written notice or such other reasonable time period to cure the default has been provided. If the termination shall be for breach of this Contract by the Vendor, the City shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact

amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The Vendor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Vendor.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

—  
AXON.COM

June 6, 2018

**Attention Axon customers**

We can now add your agency email to your account so that we can send your invoices directly to your accounts payable department. If you are interested in this service please send your email request to [ar@axon.com](mailto:ar@axon.com).

**PLEASE NOTE:**

You must have a dedicated accounts payable email address, such as [accountspayable@cityofXXXX.com](mailto:accountspayable@cityofXXXX.com) or [finance@townofyyyy.gov](mailto:finance@townofyyyy.gov) (examples). If you want to have the invoice go to an individual person we require two different people within your agency to receive the invoice in case of personnel changes. Please note that we can add this service to your account and mail out the original invoice or just send it by email only.

Please scan and send this letter to the above email.

Our agency would like to receive our invoices at the following email address:  
(Please note if you still require the original invoice mailed)

Name and account number of agency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of authorizing person \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mail the original: Yes      No

If you have questions regarding this letter please contact Kelly Giver at 480-502-6251 or Kris DeBerg at 480-905-2088.

Sincerely,

Kris DeBerg  
AR Manager

**Accounting  
File Copy**



**STATEMENT OF WORK & CONFIGURATION DOCUMENT**

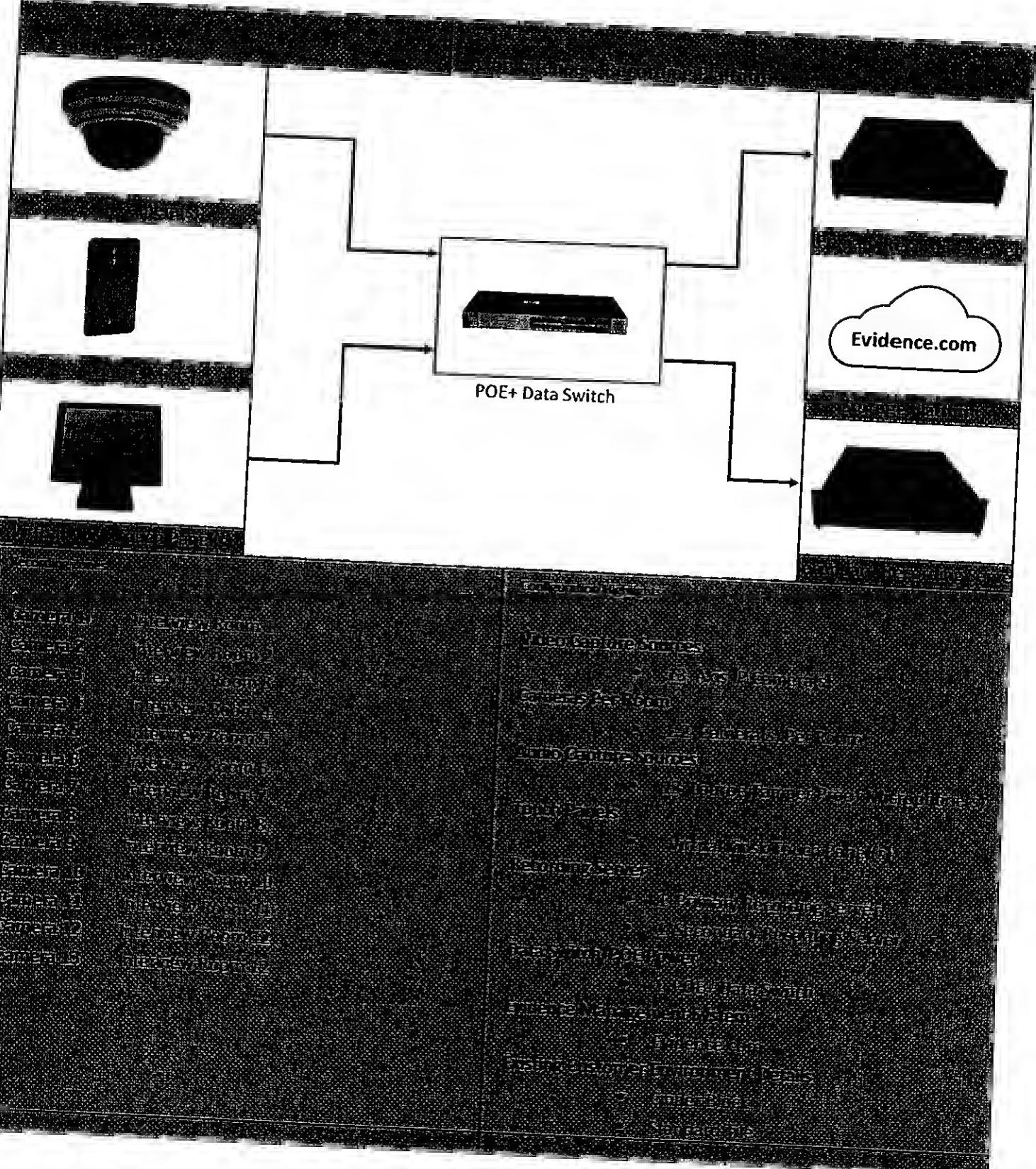
This document details a proposed system design

Agency created for: Akron Police Department

Sold By:	Jeffrey Childs
Desgined By:	Matt Karsten
Installed By:	Axon Professional Services
Customer Point of Contact:	Mark Farrar
Targeted Installation Date:	September 1, 2018

Monday, July 9, 2018

## SITE OVERVIEW



## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

### Cabling Considerations

	15	Category 6 cable runs are required for this installation
	4	110v power outlets are required for this installation
N/A Virtual Kiosk		
<b>All Devices:</b>		
<p>Each Axis IP cameras will require (1) Category 6 cable. This cable run should be connected to the customer's primary data network.</p> <p>Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 6 cable. This cable run should be connected to the customer's primary data network</p>		
<b>Recording Servers:</b>		
<p>The Primary Recording Server Pro requires (1) dedicated category 6</p> <p>The Secondary Recording Server Pro requires (1) dedicated category 6</p>		
<b>Data Switch:</b>		
Type:	POE+ Data Switch	Each POE+ Data Switch at this location requires (1) category 6 cable. This cable run should be connected to the customer's primary data network core.
This design does not include cable redundancy		
N/A		
N/A		

### Network Considerations

	Each Axis IP Camera will be connected to a POE+ Data Switch that provides the device with power and network connectivity	
	Each Recording Server must be given a static, IPv4 network address that is routable across the network	
	Each IP Camera must be given a static, IPv4 network address that is routable across the network	
	Each Virtual Kiosk Touch Panel must be given a static, IPv4 network address that is routable across the network	
Network Device	Static IPs	Total IPs
IP Cameras	13	
Virtual Kiosk Touch Panel		
Recording Servers	2	16

POE+ Data Switch	1
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The customer will provide the POE data switch needed for this install.

## Network Considerations Cont'd

Customer to provide all device IP addresses

Customer to also provide:

Subnet Mask

Gateway IP

DNS/WINS IP

Time Server IP

Customer IT staff will configure all switches with proper network configuration

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the PDS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the PDS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the PDS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Interview Room 3

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

N/A

Axon will provide the camera for this zone

## Video Capture Device

Axis 3374-V Dome IP Camera

This camera will be overtly installed in the environment

Recording will be manually triggered via the POS-X Touch Panel

	N/A
	Axon will provide the camera for this zone

## Video Capture Device

	Axis F41 Covert IP Camera
	This camera will be covertly installed in the environment
	Fire Strobe
	Recording will be manually triggered via the POS-X Touch Panel
	N/A
	Axon will provide the camera for this zone

## Audio Capture Device

	13 Louroe Tamper Proof Microphone(s) will be included in this design
	Each microphone will be overtly installed and connected to (1) IP camera in each zone
	Recording will be activated in unison with the connected IP camera
	N/A
	Axon will provide all microphones

## Recording Servers

	2 recording server(s) will reside at this location
	Primary Recording Server Pro and Secondary Recording Server Pro
	This system includes recording redundancy
	N/A
	Axon Will provide all recording servers

## Metadata Tags

	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number)
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**Information collected prior to recording:**

- Interviewee first and last name
- Case number
- Case type
- Interviewee type

**Information collected post recording:**

- Interviewer name(s)

**Customer to provide preferred metadata fields**

**Axon to facilitate the creation of metadata fields**

## EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the environment.

### Application Package

	Evidence.com
	TBD
	Yes
	TBD
	TBD
	<b>Network Applications:</b>
	<ul style="list-style-type: none"><li>• Remote monitoring application</li></ul>
	<b>Evidence.com Application Features:</b>
	<ul style="list-style-type: none"><li>• Secure Cloud Storage</li><li>• Redaction</li><li>• Download/Sharing</li><li>• Audit Trail</li><li>• Reporting</li></ul>
	N/A
	Axon will provide all items in this category

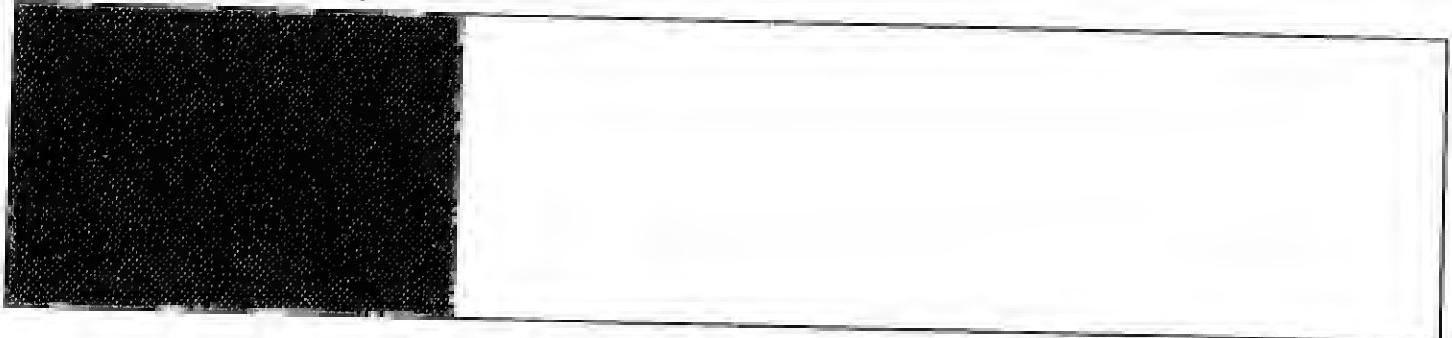
### Training

This solution will include on-site application training covering:

- Touch panel overview
- Initiating interview wizard
- Entering metadata
- Controlling the interview process
- Closing an interview

**Evidence.com functionality**

## Additional Notes



This quote is co-terminated with quote Q-91303(executed contract #11949). Year one has been pro-rated to align with agency annual billing dates. This has been done according to an anticipated ship date range of 9/1/2018-9/14/2018. The end date of these subscriptions is subject to change if the ship/start date changes.

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and The City of Akron and Axon's Master Services and Purchasing Agreement dated March 31, 2017, as well as the attached Axon Interview Room Appendix, and the attached Statement of Work the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

City of Akron, Ohio

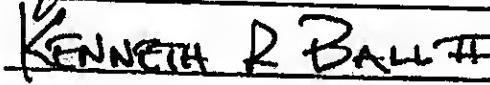
Signature:



Date:

9-26-18

Name (Print):



Title:

CHIEF OF POLICE

PO# (Or write  
N/A):

Axon Enterprise, Inc.

DocuSigned by:

Signature:



Date:

9/12/2018

Name (Print):

Robert Driscoll

Title:

VP, Associate General Counsel

Please sign and email to Jeffrey Childs at [jchildz@axon.com](mailto:jchildz@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-174036-43355.776JC

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Axon Enterprise, Inc. All rights reserved.

Approved as to form and correctness

Director of Law DT  
The City of Akron

## DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 327-2018.



\_\_\_\_\_  
Diane L. Miller-Dawson  
Director of Finance

### Must be completed by Division/Department:

Contract not to exceed: \$ \$91,241.51

Originating Division: Police

Contact Person: Andy Carey

Phone: x2124

### Banner Distribution (by year)

Year	year 1	year 2	year 3	future	Total
Amount (to encumber)	<u>\$56,849.51</u>	<u>\$11,464.00</u>	<u>\$11,464.00</u>	<u>\$11,464.00</u>	<u>\$91,241.51</u>

Fund	20030	20030	20030	20030	
Org.	130100	130100	130100	130100	
Account	70318	70318	70318	70318	
Actv.					
Locn.					

### Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

.25% income tax to support police, fire, and roadway improvements

### **Contract Number:**

(To be completed by Accounting)

CE18392  
10/24/18

**PRINT FORM**

**RESET FORM**



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-174036-43355,776JC**

**Start Date:** 10/01/2018

Page 10 of 10

**Delivery Method: Fedex - Ground**

Contract Number: 00011949

## **SALES REPRESENTATIVE**

Jeffrey Childs

**Phone:**

Email: jchild@axon.com

Fax:

## **PRIMARY CONTACT**

Mark Farrar

30) 603-1875

Phone: (330) 603-1875

ail: mfarrar@akronohio.gov

**YEAR 1 -INTERVIEW ROOM HARDWARE - DUE NET 30**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>AXON STREAMING SERVER LICENSE</b>					
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2			
50050	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT	13			
85110	EVIDENCE.COM INCLUDED STORAGE	1,040			
<b>Hardware</b>					
50118	LOUROE MICROPHONE (POE)	13			
50144	RECORDING SERVER - WINDOWS 7 W/ 16 GB RAM - 2U XEON E3-1226	2			
50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	13			
74061	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	12			
<b>Services</b>					
85170	INTERVIEW ROOM, INSTALL AND SETUP	13			
			Subtotal		
			Estimated Shipping		
			Estimated Tax		
			Total		

Year 1 - BWC EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Action Plan 2 - Package 3</b>					
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	30			
85110	EVIDENCE.COM INCLUDED STORAGE	300			
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	30			
					\$ 1,195.00
					Estimated Tax
					Total

YEAR 2 - INTERVIEW ROOM EVIDENCE.COM

Year 2 - BWC EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	30			
85110	EVIDENCE.COM INCLUDED STORAGE	300			
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	30			
				Subtotal	
				Estimated Tax	
				Total	

**YEAR 3 - INTERVIEW ROOM EVIDENCE.COM**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2			
50052	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT	13			
85110	EVIDENCE.COM INCLUDED STORAGE	1,040			

Subtotal  
Estimated Tax  
Total

**Year 3 - BWC EVIDENCE.COM**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	30			
85110	EVIDENCE.COM INCLUDED STORAGE	300			
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	30			

Subtotal  
Estimated Tax  
Total

**YEAR 4 - INTERVIEW ROOM EVIDENCE.COM**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2			
50053	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT	13			
85110	EVIDENCE.COM INCLUDED STORAGE	1,040			

Subtotal  
Estimated Tax  
Total

**Year 4 - BWC.EVIDENCE.COM**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Plan: Packages</b>					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	30			
85110	EVIDENCE.COM INCLUDED STORAGE	300			
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	30			
			<b>Subtotal</b>		
			<b>Estimated Tax</b>		
			<b>Total</b>		
				<b>Grand Total</b>	



## Discounts (USD)

Quote Expiration: 09/28/2018

List Amount

Discounts

\*Total excludes applicable taxes and shipping

## Summary of Payments

Payment	Amount (USD)
YEAR 1 -INTERVIEW ROOM HARDWARE - DUE NET 30	
Year 1 - BWC EVIDENCE.COM	
YEAR 2 - INTERVIEW ROOM EVIDENCE.COM	
Year 2 - BWC EVIDENCE.COM	
YEAR 3 - INTERVIEW ROOM EVIDENCE.COM	
Year 3 - BWC EVIDENCE.COM	
YEAR 4 - INTERVIEW ROOM EVIDENCE.COM	
Year 4 - BWC EVIDENCE.COM	
<b>Grand Total</b>	